

**DANA DESIDERIO TRAINING FACILITY LLC**

355 Rattlesnake Bridge Road Bedminster, NJ 07921

(908) 296-3333

www.desiderioltd.com

I hereby release Dana Desiderio Training Facility LLC (the "Company") and its servants agents and employees, from all liability for personal injury or property damage, I specifically assume any and all risks of accident and injury, arising from approaching, handling, riding, training or maintaining horses upon any premises operated by the Company (the "Premises") or elsewhere, or arising from observing or participating in any riding activity, or any other activities or events ("Activities"). I agree not to bring any suit or other legal proceeding against the Company or any of its agents, servants or employees for any personal injury or property damage experienced by me or others occurring on or about the Premises or elsewhere, or arising in connection with any Activities except for claims arising from the willful and malicious misconduct of an employee of the Company. I further assume full responsibility and liability for the conduct and safety of any minor brought by me to the Premises or Activities, or left at the Premises or Activities under my supervision.

I hereby release and hold harmless the Company from, agree to defend, and indemnify the Company against any and all claims for personal injury or property damage arising out of or relating to my presence upon the Premises or my participation in or observation of any Activities.

I will pay all costs and attorneys' fees arising from any suit or legal proceeding which is brought by me contrary to the terms of this document, and which is resolved or determined in favor of the Company.

**PLEASE NOTE THIS RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISK 'WARNING' SHALL SERVE AS NOTICE THAT UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PATICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L. 1997,C.287."**

This release, indemnification and assumption of risk shall remain in full force and effect from the date hereof and shall supersede and control the provisions of any other agreement between the Company and me, unless and until this document is specifically modified in writing signed on behalf of the Company.

I acknowledge and represent I am legal guardian or parent of the undersigned minor(s) and my signature will serve as the binding RELEASE, INDEMNIFICATION, AGREEMENT TO DEFEND AND ASSUMPTION OF RISK, for each such minor. I represent I have the legal authority to bind each such minor.

\_\_\_\_\_  
(Name of Participant)

\_\_\_\_\_  
(How Did You Hear About Us?)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Date)